

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sure Fit Inc.		06/23/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	D.E. Shaw AQ-SP Series 2-04, L.L.C.
Street Address:	120 West 45th Street
Internal Address:	39th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2547468	DECOR EXPRESS
Registration Number:	0521780	SURE-FIT
Registration Number:	2423484	HOMESCAPES
Registration Number:	2392448	SLIPCOVERS BY MAIL
Serial Number:	76564152	HOMESTYLE BY SURE FIT
Registration Number:	3028573	THE 10-MINUTE MAKEOVER
Registration Number:	3043711	SURE FIT

CORRESPONDENCE DATA

Fax Number:

(212)728-9776

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:

212-728-8776

Email:

kwalker@willkie.com

Correspondent Name:

Kim A. Walker

Address Line 1:

Willkie Farr & Gallagher LLP

CH \$190.00 2547468

900068855

TRADEMARK
REEL: 003477 FRAME: 0249

Address Line 2: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 113873/00003

NAME OF SUBMITTER: Kim A. Walker

Signature: /kimawalker/

Date: 02/07/2007

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated as of June 23, 2006, is made by Sure Fit Inc., a Delaware corporation (the "Grantor"), in favor of D.E. Shaw AQ-SP Series 2-04, L.L.C., a Delaware limited liability company (the "Secured Party").

WHEREAS, Grantor has executed and delivered that certain Security Agreement, dated as of June 23, 2006, made by Grantor to the Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, Grantor has granted to the Secured Party a security interest in, among other property, certain Trademarks of Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Section 1. Grant of Security. Grantor hereby grants to the Secured Party a continuing security interest in all of Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- (a) all Grantor's registered and unregistered trademarks, trade names, corporate names, business names, fictitious business names, internet domain names, trade styles, service marks, logos, slogans, certification marks, collective marks and other source or business identifiers, designs and general intangibles of a like nature, now existing anywhere in the world or hereafter adopted or acquired, and the goodwill associated therewith, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to on Schedule 1 hereto;
- (b) all renewals or extensions thereof;
- (c) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and
- (d) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

Section 2. Recordation. Grantor authorizes and requests that the United States Patent and Trademark Office and any other applicable government office record this Trademark Security Agreement.

Section 3. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 4. Grants, Rights and Remedies. This Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Party in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

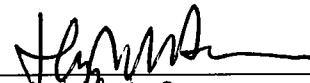
Section 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SURE FIT INC.

By:


Name: HUGH R. ROVIT
Title: CHIEF EXECUTIVE OFFICER

Accepted:

D. E. SHAW AQ-SP SERIES 2-04, L.L.C.

By: D. E. Shaw & Co., L.L.C., its manager

By:

Name:
Title:

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


SURE FIT INC.

By: _____
Name:
Title:

Accepted:

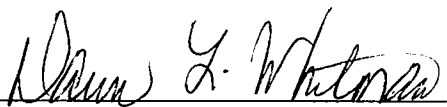
D. E. SHAW AQ-SP SERIES 2-04, L.L.C.

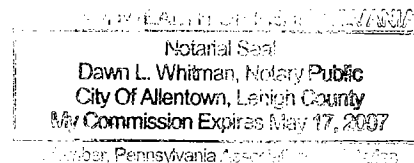
By: D. E. Shaw & Co., L.L.C., its manager

By:  _____
Name: Julius Gaudio
Title: Authorized Signatory

STATE OF)
) ss
COUNTY OF)

On December 12, 2006 before me personally came Hugh R. Rovit who is personally known to me to be the Chief Executive Officer of Sure Fit Inc., a Delaware corporation; who, being duly sworn, did depose and say that he is the Chief Executive Officer in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

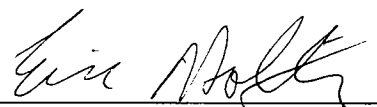

Notary Public



(PLACE STAMP AND SEAL ABOVE)

STATE OF New York)
) ss
COUNTY OF New York)

On December 12, 2006, before me personally came Julius Gaudio, who is personally known to me to be the Authorized Signatory of D. E. Shaw AQ-SP Series 2-04, L.L.C., a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the Authorized Signatory in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.



Notary Public **ERIC HOLTZ**
Notary Public, State of New York
No 01HO6152075
Qualified in New York County
Commission Expires August 28, 2010
(PLACE STAMP AND SEAL ABOVE)

**Schedule 1
To Trademark
Security Agreement**

TRADEMARKS

TRADEMARK	SERIAL NUMBER	REGISTRATION NUMBER	DATE FILED	REGISTRATION DATE	COUNTRY
DECOR EXPRESS (and Design)	74/193,303	2,547,468	8/8/91	3/12/02	United States
SURE-FIT (Stylized)	71/541,351	521,780	11/15/47	3/7/50	United States
HOMESCAPES	75/941,254	2,423,484	3/10/00	1/23/01	United States
SLIPCOVERS BY MAIL	75/792,534	2,392,448	9/3/99	10/3/00	United States
HOMESTYLE BY SURE FIT (Stylized)	76/564,152	Pending	11/24/03	Pending	United States
THE 10-MINUTE MAKEOVER	78/505,887	3,028,573	10/26/04	12/13/05	United States
SURE FIT	76/597,753	3,043,711	6/17/04	1/17/06	United States
HOMESTYLE BY SURE FIT	3501152	Pending	10/31/03	Pending	CTM
SURE FIT	3501236	3501236	10/31/03	8/23/05	CTM
SURE FIT	985924	Pending	1/23/04	Pending	Australia
SURE FIT	707088	707088	1/21/04	7/22/04	New Zealand
SURE FIT	2004- 003683	4794636	1/19/04	8/13/04	Japan